



Group Personal Accident **Journey Cover**

Combined Product Disclosure Statement and Policy Wording



Contents

How is Your insurance arranged?

This insurance is issued/insured by:

AIG Australia Limited (AIG)

ABN 93 004 727 753, AFSL 381686

Level 13, 717 Bourke Street, Docklands Vic 3008

AIG issues/insures this product pursuant to an Australian Financial Services Licence ('AFSL) granted to **Us** by the Australian Securities and Investments Commission.

AIG prepares this **Product Disclosure Statement**.

Retail Clients

'Retail Clients' are required to be provided with a Product Disclosure Statement prepared by the product issuer/insurer. A 'retail client' means an individual or small business.

'Small business' means:

- a manufacturing entity with 100 employees or fewer, or
- non manufacturing entity employing 20 individuals or less.

Code of Practice, Dispute Resolution and Cooling Off provisions under this insurance will generally apply only to Retail Clients.

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This document contains Your Insurance Policy Terms, Provisos, Exclusions and Conditions. It is important that You read and understand it and retain it in a safe place.

Date prepared: 31st March 2021

PDS JM 09/01176.7

Product Disclosure Statement ('PDS')

What is The Product Disclosure Statement?

The **Product Disclosure Statement ('PDS')** contains information about key benefits and significant features of this Employee Journey Personal Accident policy.

The purpose of the PDS is to assist the purchasing decision and ability to compare this product with other insurance. This document also contains important information about **Your** rights and obligations including Cooling Off and the Duty of Disclosure.

The terms and conditions of **Your** insurance are contained in the **Policy Wording**.

Details about the product issuer can be found on the inside cover of this document under **'How this insurance is arranged'**.

Key Benefits of Your Policy

Various cover options are available for selection against a range of Events as outlined in the table below.

Section	Section Title	Cover
Section 1	Capital Benefits	Injury (as defined) resulting in Death, Permanent Total Disablement and specified Permanent Total Loss
Section 2	Weekly Injury Benefit	Weekly Injury Benefit for Injury resulting in Temporary Partial Disablement or Temporary Total Disablement
Section 3	AIG Care Plus Benefits	Enhanced benefits may be available to supplement the Compensation under Sections 1 or 2

Compensation under Event 1 of Section 1 is payable to the **Insured** and not the **Insured Person**.

Details of the key benefits for all sections of cover are contained in the **Policy Wording** under the **Table of Events**.

Cover is limited to the benefits and maximum sums insured listed in the Policy Schedule **and Table of Events** and is subject to the terms, conditions and exclusions in the **Policy Wording**.

Important Information

Please read the **Policy Wording** carefully for full details about lodging a claim, the benefits, terms and conditions that apply to this insurance. Take special note of the following:

- The **Policy Wording** contains a **Definitions** section on **pages 5 and 6** and **Conditions** that apply to this insurance at **pages 7 and 8**.
- **Special Provisions** apply to this **Policy Wording** that may impact upon the Compensation payable. It is important that **You** carefully read the section of the **Policy Wording** on **page 9**.

- There are some circumstances where cover cannot be provided. These are covered in the **Policy Wording**. Please take special note of the **General Exclusions** applicable to all sections of the policy listed on **page 8** of the **Policy Wording**.
- An **Aggregate Period and/or Elimination Period** may apply to cover provided under Section 2 this Policy. Further information is provided in the **Policy Wording**. Where applicable this period will be shown on the Policy Schedule.
- **Age limits** may be applied to this policy. These may vary based on application and **Our** approval of details and will be shown in the Schedule of **Insured Persons** (if applicable).

This **PDS** and **Policy Wording** brochure also contains important information about the rights and obligations of **Insured Persons** including information about Privacy, the Duty of Disclosure and General Insurance Code of Practice.

Costs

Premiums are calculated on an individual application basis. Some of the factors taken into account in calculating the premium are:

- Number of employees.
- Location or State in which the Insured is based.
- Prior claims experience.

The premium amount will be shown on **Your** Policy Schedule. Government charges such as Stamp Duty and GST will be shown separately on the Policy Schedule.

You may be entitled to claim a tax deduction for the premium paid under this Policy. Please check with **Your** tax accountant or the Australian Taxation Office for further information.

Elimination Period

An **Elimination Period** is the initial period of disablement for which no benefit is payable under Section 2 of this Policy (Weekly Injury Benefit). The **Elimination Period(s)** to apply may vary based on application and approval, and will be detailed in the Policy Schedule.

Cooling Off Period

If, **You** are a retail client and after reading the Policy, **You** are not satisfied with the cover, **You** may return the Policy within 15 days of receiving it, and obtain a full refund less any non-refundable government charges and taxes that **We** have paid. **You** may notify **Us** in writing or electronically.

If **You** make a claim for any incident within the 15-day period, no cooling off period is permitted

If the Policy is for an event that will finish within the 15 days cooling off period, **You** can only exercise **Your** right to cancel before the event starts.

How to Make a Claim

Information on claims can be found under the section titled '**Conditions**' in the **Policy Wording**. Please read this carefully.

Claims need to be submitted with supporting documentation reasonably required by us in relation to the claim such as **Doctor's** reports, receipts, and where requested, additional Proof of Loss. Claims should be delivered to the address shown on the outside cover of this document. In the event of claims under some policy sections, an **Elimination Period** may apply.

Please refer to the **Policy Wording** for further details about the above.

Code of Practice

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works.

Information brochures on the Code are available upon request.

About Our Complaints Process

How We will handle Your complaint

We strive to provide an efficient, honest, fair and transparent standard of service at all times. **We** recognise that occasionally mistakes or misunderstandings can happen. If this is the case, **We** realise that **You** will want to let **Us** know and may wish to make a complaint.

If **You** make a complaint, **We** will make sure that **Your** concerns are addressed as quickly as possible.

What should You do if You have a complaint?

You can register a complaint by telephoning **Us** on 1800 339 669, lodging **Your** complaint on **Our** website, or by writing to:

The Compliance Manager
AIG Australia Limited
Level 13, 717 Bourke Street
Docklands VIC 3008

As soon as **We** receive **Your** complaint **We** will take all possible steps to resolve it. **You** will receive a written response to **Your** complaint within 15 working days, unless **We** agree to a longer timeframe with **You**.

What should You do if You are not happy with Our response to Your complaint?

If **You** are not satisfied with **Our** response to **Your** complaint, **You** may wish to have the matter reviewed by **Our** Internal Dispute Resolution Committee ("Committee"). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters brought to the Committee. If **You** wish to have **Your** complaint reviewed by this Committee, please telephone or write to the person who has signed the response letter to **Your** complaint and provide

them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing **Your** claim or enquiry. **Your** complaint will then be treated as a dispute. **You** may also make a request for a review by the Committee by contacting:

The Chairperson IDRC
AIG Australia Limited
Level 13, 717 Bourke Street
Docklands VIC 3008

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to **You** within 15 working days of the date **You** advise **Us** you wish to take **Your** complaint to IDRC.

If **We** are unable to provide a written response setting out the final decision, **We** will keep **You** informed of progress at least every 10 days. If **You** are not satisfied with the finding of the Committee, or if **We** have been unable to resolve **Your** complaint within 45 calendar days, **You** may be able to take **Your** matter to an independent dispute resolution body, the Australian Financial Complaints Authority ("AFCA"). This external dispute resolution body can make decisions with which AIG are obliged to comply. Contact details are:

Australian Financial Complaints Authority
GPO Box 3
Melbourne, VIC 3001

Tel: 1800 931 678 (local call fee applies)
Email: info@afca.org.au
Internet: <http://www.afca.org.au>

You should note that use of the AFCA scheme does not preclude **You** from subsequently exercising any legal rights, which **You** may have if **You** are still unhappy with the outcome. Before doing so however, **We** strongly recommend that **You** obtain independent legal advice.

If **Your** complaint does not fall within AFCA's terms of reference, **We** will advise **You** to seek independent legal advice or give **You** information about any other external dispute resolution options (if any) that may be available to **You**.

The Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the **Insurer** is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about:

- **You, if an individual; and**
- **other individuals You provide information about.**

Further information about Our Privacy Policy is available at www.aig.com.au or by contacting Us at australia.privacy.manager@aig.com or on 1300 030 886.

How We collect Your personal information

AIG usually collects personal information from **You** or **Your** agents. AIG may also collect personal information from:

- **Our** agents and service providers;
- other insurers;
- people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your Policy**, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that **You** are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

Why We collect Your personal information

AIG collects information necessary to:

- underwrite and administer **Your** insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise **You** of **Our** and other products and services that may interest **You**.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling **Your** insurance cover or reducing the level of cover, or declining claims.

To whom We disclose Your personal information

In the course of underwriting and administering **Your** Policy **We** may disclose **Your** information to:

- **You** or **Our** agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of **Your** Policy;
- banks and financial institutions for policy payments;
- **You** or **Our** agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third-party providers for data analytics functions;
- other entities to enable them to offer their products or services to **You**; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: Canada, Bermuda, Ireland, Belgium, the Netherlands, Germany, France, United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which **You** have a claim and such other countries as may be notified in **Our** Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

Access to Your personal information

Our Privacy Policy contains information about how **You** may access and seek correction of personal information **We** hold about **You**. In summary, **You** may gain access to **Your** personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to **Your** personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how **You** may complain about a breach of the applicable privacy principles and how **We** will deal with such a complaint.

Consent

Your application includes a consent that **You** and any other individuals **You** provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

Updating the PDS

We may need to update or change this PDS from time to time if certain changes occur where required and permitted by law.

We may update the Policy by either providing a notice on **Our** website, emailing or notifying **You** by other means of such changes and updates.

Policy Wording

Important Policy Matters

The Insured has made to AIG, hereinafter called **We, Our, or Us**, a written Application and Declaration which together with all statements made in writing by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of the payment of the Premium, and subject to the conditions, special provisions and memoranda contained herein endorsed hereon or attached hereto if during the **Policy Period** any of the Events referred to in The Schedule shall happen to an **Insured Person** (called throughout **You/Your/ Yourself**) **We** will pay the Compensation specified in the Policy Schedule in the manner hereafter described.

Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** have a duty of disclosure under the Insurance Contracts Act 1984.

If **We** ask you questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until **We** agree to insure **You**.

If you do not tell us something

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay you if **You** make a claim, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

Your duty of disclosure for renewals

Before **You** renew this contract of insurance, **You** have a duty of disclosure under the Insurance Contracts Act 1984.

If **We** ask **You** questions that are relevant to **Our** decision to insure **You** and on what terms, **You** must tell **Us** anything that **You** know and that a reasonable person in the circumstances would include in answering the questions.

Also, **We** may give **You** a copy of anything **You** have previously told **Us** and ask **You** to tell **Us** if it has changed. If **We** do this, **You** must tell **Us** about any change or tell **Us** that there is no change.

If **You** do not tell **Us** about a change to something **You** have previously told **Us**, **You** will be taken to have told **Us** that there is no change.

You have this duty until **We** agree to renew the contract.

If you do not tell us something

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Exposure

If any of the Events listed in Sections 1 and/or 2 occurs as the result of unexpected exposure to the elements following an **Injury**, **We** will assume that **You** have sustained **Injury** as defined and will pay the Compensation specified for such Event.

Disappearance

If an **Insured Person** disappears and after twelve calendar months their body is not found and it is reasonable to conclude they have died due to an **Insured Injury**, **We** will pay the Compensation shown for Event 1 Section 1 of this Policy subject to such disappearance being reported to the relevant authorities and receipt of a signed undertaking by **You** that any such Compensation shall be refunded if it is later demonstrated that the **Insured Person** did not die as a result of an **Injury**.

Definitions

1. **Close Relative** means a Spouse/Partner, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé (e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.
2. **Doctor** means a medical practitioner or medical specialist who is registered or licenced and is legally qualified to practice medicine under the laws of the country in which they practice other than a medical practitioner or medical specialist who is the **Insured Person**, the **Insured Person's** business partner or agent, the **Insured Person's** employer or employee or a **Close Relative**.
3. **Elimination Period** as specified in the Policy Schedule means the first period of **Temporary Total Disablement** or **Temporary Partial Disablement** commencing with the first day thereof and is the period for which no Compensation is payable.
4. **Fingers Or Toes** means the digits of a hand or foot.
5. **Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery (including operating theatres) in the same premises, with 24 hours daily nursing service by registered graduate nurses and operated under the supervision of **Doctor(s)**.
6. **Income** means
 - (a) as regards to a salaried **Insured Person**, the average gross weekly **Income** earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
 - (b) as regards to a T.E.C. (i.e. total employee cost) or **Income package Insured Person**, the average gross weekly value of the **Income** package earned from personal exertion (including, but not limited to wages, and/or **Income**, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or

- (c) as regards to a self-employed **Insured Person**, the average gross weekly **Income** earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that **Income**; all derived during the 12 calendar month period immediately preceding the **Injury** giving rise to the claim under this Policy.
7. **Injury** means an **Injury** specified in the Table of Events which occurs fortuitously to **You** during the **Policy Period** and whilst **You** are Insured under this Policy as a result of **Your** direct travel to or from **Your** normal place of residence to or from **Your** place of employment but does not include an **Injury** that is caused by or results from a sickness or disease.
 8. **Insured Persons** means all Directors, Officers, Contractors, Sub-Contractors and Employees of the Insured who following an **Injury** would be entitled to receive Compensation or benefits under any Workers' Compensation Act or Motor Vehicle Act but for restrictions contained in the legislation pertaining to their Journey. It shall also mean any person(s) who come within the description of the Insured Persons appearing in the Policy Schedule, who are nominated by **You** from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.
 9. **Limb** means a hand at or above the wrist or a foot at or above the ankle.
 10. **Paraplegia** means **Permanent** and entire paralysis of both legs and part or whole of the lower half of the body.
 11. **Partial Disablement** means disablement which prevents **You** from carrying out a substantial part of the normal duties of **Your** usual business or occupation.
 12. **Permanent** means lasting 12 consecutive months and at the end of that period is certified by a **Doctor** as being unlikely to materially improve for the remainder of the **Insured Person's** natural life.
 13. **Permanent Total Disablement** means total disablement which continues for 12 consecutive months and at that time is certified by a **Doctor** as being unlikely to materially improve and entirely preventing the **Insured Person** forever from engaging in their usual occupation immediately prior to the **Injury** or any occupation for which he or she is reasonably qualified by training, education or experience.
 14. **Policy Period** means the period specified in the Policy Schedule attached hereto, or any subsequent period in respect of which the Insured shall have paid and **We** shall have accepted the Premium required for the renewal of this Policy as provided in Condition 5 hereof.
 15. **Quadriplegia** means **Permanent** and entire paralysis of both legs and both arms.
 16. **Temporary Partial Disablement** means that as a result of **Injury** the **Insured Person** is wholly and continuously prevented from engaging in more than 50% of the duties of his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a family member.
 17. **Temporary Total Disablement** means that as a result of **Injury** the **Insured Person** is wholly and continuously prevented from engaging in his or her usual occupation in Australia, and is under the regular care of and acting in accordance with the instructions or professional advice of a **Doctor** who is not the **Insured Person** or a family member.
 18. **Terrorist Act** means any actual or threatened use of force or violence directed at or causing damage, **Injury**, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.
 19. **Total Disablement** means when, as a result of **Injury**, **You** are wholly and continuously prevented from engaging in **Your** usual occupation and not engaged in any other occupation and under the regular care of and acting in accordance with the instructions of a **Doctor** other than Yourself, **We** will pay commencing immediately following the **Elimination Period** The Compensation stated in the Policy Schedule.
 20. **Total Loss** means the **Permanent** and total physical loss of the body part referenced in the Table of Events. Where that body part is a **Limb**, Hand, Foot, **Finger** or **Toe**, **Total Loss** means the **Permanent** and total physical loss or loss of use of that body part referenced in the Table of Events, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.
 21. **War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
 22. **We/Our/Us/Insurer** means AIG Australia Insurance Limited (AIG), ABN 93 004 727 753, AFSL 381686
 23. **You/Your** means the Insured specified in the Policy Schedule and is the policyholder.

Conditions

1. Complying With Policy Conditions

The due observance and fulfillment of the Terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or by **You** and the truth of the statements and answers in the said Application, if any, and any Applications and medical evidence required from **You** in connection with this Insurance shall be conditions precedent to **Our** liability to make any payment under this Policy.

2. Effective Date Of Individual Insurance

The insurance of any **Insured Person** shall become effective on the latest of the following dates:

- (a) on the commencing date of the First Period of Insurance set out in the Policy Schedule;
- (b) on the date **You** become eligible for insurance hereunder;
- (c) where required in terms described in the Policy Schedule, the date of **Our** acceptance of **Your** written Proposal;

provided always that if **You** are not regularly performing all the usual duties of **Your** occupation or are not fit to do so on the date **Your** Insurance would otherwise become effective then such Insurance shall only take effect on the date of return to the regular performance of all **Your** usual duties when **You** are certified fit to do so.

3. Individual Terminations

The Insurance of any **Insured Person** shall immediately terminate on the earliest of the following dates:

- (a) on the date this Policy is terminated;
- (b) on the date **You** leave or are dismissed from the employment of the Insured or are retired or pensioned;
- (c) as of the premium due date if the Insured fails to pay the required premium except as the result of inadvertent error; or
- (d) on the date **You** cease to be eligible for insurance hereunder.

4. Fraud

Any fraud, mis-statement or concealment by the **Insured** and/or **You** either in the Application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim thereunder may give **Us** the rights provided for in the Insurance Contracts Act 1984, including the right to refuse payment of any claim or to avoid the Contract.

5. Policy Renewal

This Policy may be renewed with **Our** consent from term to term, by payment of the Premium in advance at **Our** premium rate in force at the time of renewal.

6. Cancellation

This Policy may be terminated:

- (a) at any time at the request of the **Insured**;
- (b) by **Us** in accordance with the provisions of Section 60 of the Insurance Contracts Act 1984;

When the Policy is cancelled, **We** will refund the proportion of the premium (if applicable) for the unexpired **Policy Period**, after deducting reasonable allowance for our administration costs, Commonwealth taxes and/or charges **We** cannot recover, and benefits already paid or provided under the Policy for the period the Policy was in force.

7. Claims Procedure

- (a) Written notice must be given to **Us** at any of **Our** offices in Australia within thirty days after the occurrence of any Event where reasonably practicable or otherwise as soon as is reasonably possible in respect of which a claim has arisen or may arise.
- (b) All certificates and evidence reasonably required by **Us** in relation to the claim shall be furnished at the expense of the **Insured** or any claimant hereunder and shall be in such form and of such nature as **We** shall prescribe.
- (c) **You** shall as often as reasonably required submit to medical examination on **Our** behalf and at **Our** expense.
- (d) **We** shall in the case of **Your** death be entitled to have a post-mortem examination at **Our** expense.

8. Report Of Claim Forms

We will, upon receipt of a Notice of Claim furnish to the claimant such forms as are usually furnished by **Us** for filing Proof of Loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

9. Proof Of Loss

Written Proof of Loss must be furnished to **Us** at **Our** said Office (except as provided above) in case of claim for loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event except in the absence of legal capacity, later than one year from the time proof is otherwise required.

10. Time Of The Payment Of Claim

Compensation payable under this Policy will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued Compensation for loss for which this Policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

11. Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written Proof of Loss is required to be furnished.

12. Subrogation

In the event of any payment under this Policy, **We** shall be subrogated to all the **Insured/Insured Person's** rights of recovery thereof against any person or organisation and the **Insured/Insured Person** shall execute and deliver instructions and papers and do whatever else is necessary to secure such and enable enforcement of such rights. The **Insured/Insured Person** shall take no action to prejudice such rights.

13. Tax Or Imposts

Where the Company is, or believes it will become, liable for any tax or other impost levied by any Commonwealth or State Government, authority or body in connection with this Policy, the Company may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.

General Exclusions Applicable to all Sections of this Policy

This Policy shall not apply to any Event directly or indirectly arising out of:

1. **War**, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
2. Deliberately self-inflicted **Injury**.
3. **You** being under the influence of intoxicating liquor or having a blood alcohol content over the prescribed legal limit or being under the influence of any drug other than a drug taken or administered by, or in accordance with the advice of a **Doctor** .
4. (a) **You** being a Pilot or Crew Member of any aircraft.
(b) **You** engaging in any aerial activity except as a passenger in any properly licenced aircraft.
5. Transmitted disease, or Acquired Immune Deficiency syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.
6. Any **Injury** that is sustained during, or after, any substantial interruption of, or substantial deviation from the journey, made for any reason unconnected with **Your** employment or with **Your** attendance at any trade, technical, or other training school.
7. An **Insured Person** suffering from stress or psychiatric condition, including but not limited to depression, anxiety, neurosis, psychosis, mental or emotional stress, physical fatigue, mental disease or associated disorders unless such conditions are being treated by a registered specialist mental health practitioner

In addition to the above General Exclusions

8. The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Special Provisions

1. Compensation shall not be payable under this Policy in respect of any **Injury** for which **You** have received treatment or advice for treatment prior to becoming insured hereunder.
2. The Compensation payable under Event 1 in Section 1 shall be payable to the **Insured**; any other Compensation payable under the Policy shall be payable to **You** or the **Insured Person** as per the benefit terms.
 - (a) Compensation shall not be payable for more than one of the Events listed in Section 1 in respect of the same **Injury**. In the event of multiple Injuries sustained in the same accident and more than one Event can be claimed, only the highest one Event will be compensated.
 - (b) Any Compensation payable for Events 2 – 18 listed in Section 1 shall be reduced by any Compensation already paid under Events 19 and/or 20 in Section 2 in respect of the same **Injury**.
 - (c) Should **You** sustain **Injury** which results in any one of Events 2 to 8 described in Section 1 there shall be no further liability under the Policy for **Injury** sustained thereafter.

provided always that if **You** become entitled to Compensation under any one of the Events listed in Section 1 (other than Event 1) **You** may elect to receive Compensation either under that Event or under Events listed in Section 2.

4. Weekly Benefits Limitation

For each **Insured Person** the Compensation payable under Section 2/Event 19 (**Temporary Total Disablement**) is limited to the amount stated in the Policy Schedule or 100% of the **Insured Person's** weekly **Income**, whichever is the lesser.

For Example:

Insured person has suffered **Temporary Total Disablement** as a result of a motor vehicle accident, making them eligible for Compensation under the Transport Accident Act. In this case the Compensation paid out under Section 2 of the policy would be computed as under:

	Insured Person A	Insured Person B	Insured Person C	Insured Person D
A Average Weekly Income of the Insured Person (100%)	\$1,200	\$1,700	\$2,000	\$2,500
B Cover Limit on AIG policy Schedule	85% of Average Weekly Income up to a maximum of \$1,500 per week	100% of Average Weekly Income up to a maximum of \$1,500 per week	85% of Average Weekly Income up to a maximum of \$1,500 per week	100% of Average Weekly Income up to a maximum of \$2,000 per week
C Compensation payable under Section B (per week)	\$1,020	\$1,500	\$1,500	\$2,000
D Weekly Compensation from Statutory Laws or other Insurance policy	\$600	-	\$900	\$900
E Income from other occupation	\$200			
F Adjusted Compensation under this policy Section B (per week)	\$220	\$1,500	\$800	\$1,600

If You:

- (a) are entitled to receive weekly or periodical disability benefits under any other policy of insurance; and/or
 - (b) are entitled to receive weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other statutory body or legislation having similar effect; and/or
 - (c) have earned **Income** from any other occupation; and/or
 - (d) have actually received any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or
 - (e) have any sick leave paid as a part of redundancy payments;
- then Compensation payable under Section 2/Event 19 (**Temporary Total Disablement**) will be reduced by the amount of the benefits detailed above so as to limit the total of all payments and/or Compensation (inclusive of such benefits) to his or her weekly **Income** or the limit stated in the Policy Schedule, whichever is the lesser.
5. If **You** or the **Insured Person** has lodged a weekly **Income** benefit claim under any weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body or legislation having similar effect and are awaiting determination of the claim, payment of any Compensation under Section 1 and/or Section 2 of the Policy shall be calculated with effect from the date of the **Injury** less any applicable **Elimination Period**, subject to the terms and conditions of the Policy.

Payment for Compensation for a claim under Section 2 will be reduced by the amounts **You** or the **Insured Person** has already received, at the time of the payment of such Compensation as (i) statutory benefits, under applicable laws and statutory bodies referenced above; (ii) **Income** from another occupation; and/or (iii) any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or (iv) sick leave paid as a part of redundancy payments.

When **You** or the **Insured Person** who has received payment of Compensation for a claim under Section 2 of the Policy subsequently receives benefits under (i) any Workcover or Workers Compensation Act or other Statutory body or legislation having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body or legislation having similar effect; (ii) **Income** from another occupation; and/or (iii) any annual leave, long service leave or sick leave, unless endorsed otherwise; and/or (iv) sick leave paid as a part of redundancy payments, **You** or the **Insured Person** must reimburse to **Us** any difference between the amount of Compensation actually paid by **Us** under Section 2 and the amount of Compensation **We** would have paid had **You** or the **Insured Person** been in receipt of such benefits at the time of payment of the claim for Compensation.

6. **Recurrence Of Temporary Total Disablement Or Temporary Partial Disablement (Weekly Benefits)**

If an **Insured Person** receives Compensation under Section 2 – (Weekly Benefits) and while this Policy is in force suffers a recurrence of **Temporary Total** or **Temporary Partial Disablement** from the same or related causes within 6 consecutive months of his or her return to his or her occupation on a full time basis, **We** will consider such Disablement to be a continuation of the prior claim period

The period of recurring Disablement will be aggregated with the prior claim period and will not be subject to a new **Elimination Period**.

7. **Aggregate Limit Of Liability**

- (a) **Our** total liability for all claims arising during any one **Policy Period** will not exceed the amount shown in the Policy Schedule.
- (b) **Our** total liability for all claims arising under this Policy during any one **Policy Period** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes will not exceed the amount shown in the Policy Schedule.

Table of Events

Section 1 – Capital Benefits (Each Insured Person)

The Events	The Compensation
Injury as defined, resulting in:	
1. Death *	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two limbs	100%
7. Permanent Total Loss of use of one limb	100%
8. Permanent Total Loss of the lens of both eyes	100%
9. Permanent Total Loss of the lens of one eye	50%
10. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	25%
11. Third degree burns and /or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12. Permanent Total Loss of use of four Fingers and thumb of either hand	70%
13. Permanent Total Loss of use of four Fingers of either hand	40%
14. Permanent Total Loss of use of one thumb of either hand	
(a) both joints	30%
(b) one joint	15%
15. Permanent Total Loss of use of Fingers of either hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
16. Permanent Total Loss of use of Toes of either foot	
(a) all – one foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great, each toe	1%
17. Fractured leg or knee cap with established non-union	10%
18. Shortening of leg by at least 5 cm	7%

* **Compensation** under Event 1 is payable to the Insured not the **Insured Person**.

Section 2 – Weekly Injury Benefit

The Events	The Compensation
Injury as defined, resulting in:	
19. Temporary Total Disablement	During such Disablement the amount per week specified in the Policy Schedule or Income as defined, whichever is the lesser.
20. Temporary Partial Disablement	During such Disablement, 25 per cent of Event 19 per week.

Section 3 – AIG Care Plus Benefits

1. Broken Bones

If an **Insured Person** sustains an **Injury** which directly results in any of the Broken Bones listed below as diagnosed by a **Doctor** within 30 days from the date of **Injury**, **We** will pay a lump sum benefit as listed below as a percentage of \$7,500 (maximum benefit):

Broken Bones	Benefit
1. Neck, skull or spine (Complete Fracture)	100%
2. Hip	75%
3. Jaw, pelvis, leg, ankle or knee (Complete Fracture or All Other Fractures)	50%
4. (a) Cheekbone, shoulder; or (b) Neck, skull or spine (Simple Fracture , Hairline fracture or All Other Fractures)	30%
5. Arm, elbow, wrist or ribs (Complete Fracture or All Other Fractures)	25%
6. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
7. Nose or collar bone	20%
8. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	10%
(a) Hand, Foot;	
(b) Finger(s) and Thumb of the same Hand; or	7.5%
(c) Toe(s) of the same Foot	

Definitions

- i. **Complete Fracture** means a fracture in which the bone is broken completely across and no connection is left between the pieces.
- ii. **Hairline Fracture** means mere cracks on the bone.
- iii. **Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of the **Doctor** requires minimal and uncomplicated medical treatment.
- iv. **All Other Fractures** means any fracture other than a **Complete Fracture**, **Simple Fracture** or **Hairline Fracture**.

Conditions

- i. The maximum Compensation payable for this Benefit is \$7500 for any single **Injury** event.
- ii. **We** will pay for the fracture of a body part listed in the table above only once regardless of the number of fractures sustained to one or more appendages of the same body part of the appendicular skeleton.
- iii. **We** will pay for the fracture of a body part listed in the table above only once regardless of the number of fractures sustained
 1. to one or more **Fingers or Toes** of the same hand or leg
 2. to one or more ribs
 3. to one or more vertebra in the spinal column

2. Guaranteed Payment Benefit

If an **Insured Person** sustains an **Injury** which directly results in Weekly Injury Benefits under Section 2 for Event 19, **We** will pay the first twelve (12) consecutive weeks of the applicable Benefit in advance to the **Insured Person** if a **Doctor** certifies with sufficient supporting documentation that due to the severity of the **Injury** the total period of the **Temporary Total Disablement** will be a minimum of twenty-six (26) consecutive weeks.

Conditions

- i. Satisfactory medical evidence needs to be provided by a **Doctor**, certifying that the total period of the **Temporary Total Disablement** will be a minimum of twenty-six (26) consecutive weeks.
- ii. For this benefit to be payable at the time of the original medical assessment of the **Injury**, there must be no possibility of earlier return to work through rehabilitation, provision of light duties with the employer, medical treatments or other means.
- iii. **We** will require a signed undertaking that if the claim does not run for the advance payment period, the **Insured Person** will refund the portion of the guaranteed payment that they were not entitled to receive.

3. Loss of Teeth Benefit

If an **Insured Person** sustains an **Injury** which directly results in the loss of at least 50% of all sound and natural teeth, including capped and crowned teeth but excluding first teeth and dentures, **We** will pay \$250 per tooth, up to a maximum of \$2,000 per single **Injury** event.

For the purpose of this Benefit, a tooth means a sound and natural permanent tooth and does not include first or milk teeth, dentures, implants and dental fillings.

Exclusions

- i. This Benefit is not payable for Injuries occurring to unsound and/or unnatural teeth or resulting from eating activities (e.g. biting and chewing).

4. Accommodation and Transport Expense Benefit

If an **Insured Person** sustains an **Injury** which results in hospitalisation as an inpatient, which is more than 100 kilometres from the **Insured Person's** usual place of residence, **We** will reimburse the actual and reasonable transport and/or accommodation expenses incurred by their **Spouse/Partner** and/or **Dependant Children** for travel to and from the **Hospital** or to stay with the **Insured Person** during their hospitalisation period, up to a maximum of \$10,000 per single **Injury** event.

5. Coma Benefit

If the **Insured Person** sustains **Injury** resulting in a continuous unconscious state which is diagnosed by a **Doctor** to be a comatose state, for a minimum period of 3 consecutive days whilst hospitalised as an inpatient, **We** will pay a benefit of \$50 for each day the **Insured Person** remains in this comatose state during their hospitalisation period, up to a maximum of \$5,000 per single **Injury** event.

Conditions

- i. The **Insured Person** must be in the **Hospital** for the duration of the comatose state for any benefits to be payable.

6. Domestic Help Benefit

If an **Insured Person** sustains an **Injury** resulting in a valid claim under Section 2 – Weekly Benefits - Events 19 or 20, **We** will pay subject to the **Elimination Period** stated on the Policy Schedule, a maximum benefit of up to \$500 per week not exceeding 52 weeks for any one Event, to reimburse up to 80% of actual costs, incurred for reasonable and necessary professional services carried out by persons other than members of the **Insured Person's** family or other relatives or persons permanently residing with the **Insured Person**, to help the injured **Insured Person** with household duties provided such services are certified by the **Insured Person's Doctor** as being necessary for the **Insured Person's** recovery.

7. Education Fund Benefit

If the **Insured Person** suffers an **Injury** resulting in a valid claim under Section 1 – Capital Benefits - Event 1, **We** will reimburse the actual costs of the current year's school or university fees up to \$5,000 for each surviving **Dependant Child**, up to a maximum of 3 **Dependant Children** per **Insured Person**. This benefit has to be claimed within 12 months from the date of Event 1.

8. Funeral Expenses Benefit

If an **Insured person** suffers an **Injury** resulting in a valid claim under Section 1 – Capital Benefits - Event 1, **We** will either reimburse the necessary and reasonable expenses incurred for:

- a) a burial or cremation or
- b) the cost of returning the **Insured person's** body or ashes to their home town,

up to a maximum of \$10,000.

9. Independent Financial Advice Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section 1 – Capital Benefits - Events 1 - 8, and at **Your** written request, **We** will pay **You** or the **Insured Person** up to a maximum of \$7,500 for the necessary and reasonable expenses incurred for receiving professional financial, taxation and/or investment advice in respect of the benefit paid under Events 1-8, as applicable.

Conditions

- i. The advice must be provided by a licenced independent financial advisor who is not **Your** employee or a **Close Relative** of the **Insured Person**.

10. Home/Vehicle Modification Benefit

If an **Insured Person** sustains an **Injury** during their Journey which results in a valid claim under Section 1 – Capital Benefits - Events 2 to 8 that requires the **Insured Person** to modify their car and/or existing residence including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids necessary for the sole purpose of assisting with their mobility and to perform daily lifestyle activities (i.e. driving, washing, cooking, bathing and dressing), **We** will reimburse 80% of the cost incurred for such renovations to a maximum of \$10,000.

It is important that **You** tell **Us** if **You** expect to incur costs under this additional benefit before doing so, so that **We** can inform **You** whether **We** agree that they are reasonable.

Conditions

This Benefit is only payable:

- a) where such modifications are undertaken with the written confirmation of the **Insured Person's** attending **Doctor**; and
- b) in respect of one residence and one personal vehicle only.
- c) if the expenses incurred for modifications and installations are submitted to **Us** within 12 consecutive months from the date a claim is paid under the applicable Event 2 to 8.
- d) if renovations are carried out by a qualified and licenced tradesperson.

11. Premature Birth/Miscarriage Benefit

If an **Insured Person** sustains an **Injury** which results in either a premature childbirth (prior to 26 weeks gestation) or miscarriage, as certified by the **Insured Person's Doctor**, **We** will pay a maximum Compensation of \$5,000 per single **Injury** event.

12. Spouse/Partner Employment Training Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section 1 – Capital Benefits - Events 1 to 8, **We** will pay up to a maximum of \$15,000 for actual and reasonable costs incurred for an **Insured Person's Spouse/Partner** to attend training for the purpose of obtaining or refreshing skills to gain employment and/or improve employment prospects within 24 months from the date of **Injury**.

13. Student Tutorial Benefit

If the **Insured Person**, who is also a student, sustains an **Injury** which results in a valid claim for Events under Section 2 that prevents them from attending registered classes, **We** will reimburse 85% of the costs reasonably and necessarily incurred for home tutorial services up to a maximum of \$500 per week for a maximum of 26 consecutive weeks from the date of **Injury** diagnosed.

Conditions

- i. The **Insured Person** is registered as a full time student at a recognised educational institution.
- ii. Home tutorial services must be carried out by persons other than the **Insured Person's Relative** or persons permanently living with the **Insured Person**.

14. Unexpired Membership Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim for Events under Section 1 or for Events 19 or 20 under Section 2 of the Table of Events and where a **Doctor** certifies that the **Injury** prevents the **Insured Person** from continuing their participation in a sport or gym activity for which they have pre-paid an annual membership, association or registration fee, **We** will pay the **Insured Person** a pro-rata refund of the un-refundable portion of such fees paid for the current season or year up to a total maximum of \$3,000.

15. Chauffeur Benefit

If the **Insured Person** sustains an **Injury** for which Benefits are payable under Section 2 – Weekly Benefits - Events 19 or 20, **We** will reimburse **You** or the **Insured Person** up to \$100 per day to a maximum of \$2,500 for hiring chauffeur services or a taxi service to and from the **Insured Person's** usual place of work and their usual place of residence if the **Insured Person** recovers sufficiently to return to work but is certified by a **Doctor** as being unable to drive a vehicle or travel on public transport.

16. Childcare Benefit

If an **Insured Person** sustains an **Injury** resulting in a valid claim under Section 1 – Capital Benefits - Events 2 to 10, rendering them unable to care for their **Dependant Children** as certified by their **Doctor** we will reimburse the **Insured Person** the actual expenses up to a maximum of \$500 per week, regardless of the number of **Dependant Children**, necessarily incurred for the services of a registered childcare provider for their **Dependant Child(ren)**.

Conditions

1. The maximum period this benefit can be claimed for will be 26 weeks and must be incurred within 24 months from the date of the **Injury**.
2. This benefit will only reimburse in respect of additional costs that would not otherwise have been incurred.
3. Any childcare expense subsidy available from the relevant government agencies will be deducted from any benefit payable under this section.

17. Corporate Image Protection

If the **Insured Person** sustains an **Injury** and in **Our** opinion this is likely to result in a valid claim under Section 1 – Capital Benefits - Events 1 or 2, **We** will reimburse **You** up to a maximum of \$15,000 for any single **Injury** event, for costs (other than **Your** own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Conditions

- i. Costs must be incurred directly in connection with such an **Injury**, to protect and/or positively promote **Your** business and image and are subject to **You** giving **Us** a signed undertaking that any amount paid to **You** will be repaid to **Us** if it is later found that a valid claim did not eventuate.

18. Replacement Staff/Recruitment Costs

If an **Insured Person** sustains an **Injury** and in **Our** opinion this is likely to result in a valid claim under Section 1 – Capital Benefits – Events 1 or 2, **We** will pay up to \$5,000 per Event to a maximum of \$20,000 towards the actual and reasonable recruitment costs incurred by **You** in the engagement of a replacement employee.

Conditions

- i. Costs must be incurred within sixty (60) days of the Event and be crucial and necessary for **Your** business to continue.
- ii. For this Benefit to be payable, **You** must provide a signed undertaking that any amount paid to **You** will be repaid to **Us** if it is later found that a valid claim did not eventuate.

19. Rehabilitation Expenses

If an **Insured Person** sustains an **Injury or Sickness** which results in a valid claim under Section 2 – Weekly Benefits, **We** will reimburse for the actual costs incurred for tuition or advice from a licenced vocational school to support their return to work, provided such tuition or advice is undertaken with the agreement of the **Insured Person's Doctor** and **You** tell **Us** before **You** incur costs under this additional benefit, so that **We** can inform **You** whether **We** agree that they are reasonable.

Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of 6 months.

20. Escalation Of Claim Benefit

If an **Insured Person** sustains an **Injury** which results in a valid claim under Section 2 – Weekly Benefits and where the Compensation was paid for 12 consecutive months, **We** will pay an increase in the Compensation by 5 percent compound per annum for the subsequent 12 consecutive months.

21. Spouse And Dependant Children Benefit

If the **Insured Person** sustains an **Injury** which results in Event 1 (death) under Section 1, **We** will pay the following amounts in addition to the sum insured payable on the life of the **Insured Person**:

- a) Surviving Spouse Benefit – \$5,000.
- b) Dependant Children Benefit – \$5,000 for each **Dependant Child**, up to a maximum of 3 **Dependant Children**.

22. Accidental H.I.V. Infection Benefit

If the **Insured Person** accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

- a) an **Injury** sustained by a physical and violent bodily assault by another person on the **Insured Person** while they are covered under this Policy; or
- b) the administering of medical treatment provided by a **Doctor** or registered nurse for an **Insured Person's Injury or Sickness** during the **Policy Period**,

We will pay the **Insured Person** \$25,000.

Conditions

- i. Such Compensation will only be payable if the **Insured Person** is positively diagnosed within 180 days of an event specified in 1 or 2 above which gave rise to the H.I.V. infection.
- ii. Compensation shall not be payable unless such event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **Us** and medical tests are carried out by a **Doctor** as soon as reasonably practicable after the **Insured Person** becomes aware that the event has led to or is likely to lead to that diagnosis.



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